

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

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SHAWN BEVERS,

Plaintiff,

vs.

D.R. HORTON, INC.; DHI MORTGAGE  
COMPANY, LTD.; EMC MORTGAGE  
CORPORATION; ONEWEST BANK as  
successor in interest to INDYMAC BANK FSB;  
and DOES 1 through 20 inclusive,

Defendants.

Case No.: 2:09-cv-2015-RLH-PAL

**ORDER**

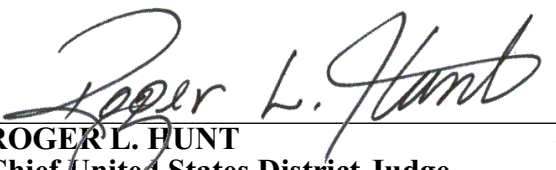
Before the Court is Plaintiff Shawn Bevers' Opposition (#57), filed June 29, 2010, which was filed in response to OneWest Bank FSB's ("OneWest") Motion to Lift Preliminary Injunction (#53), filed on June 8, 2010. Bevers' Opposition was untimely. Local Rule 7-2 states: "Unless otherwise ordered by the court, points and authorities in response shall be filed and served by an opposing party fourteen (14) days after the service of the motion." LR 7-2(a) (as amended Nov. 30, 2009). Applying this rule, Bevers' Opposition was due by June 22, 2010. Having received no opposition, the Court issued an Order (#58, June 29, 2010) granting OneWest's

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1 Motion. Nevertheless, in the interests of justice, the Court has considered Bevers' untimely  
2 Opposition and finds it has no effect on the Court's previous decision.

3 In his Opposition, Bevers essentially puts forth the same arguments against lifting  
4 the preliminary injunction as he did when he asked the Court to reconsider OneWest's dismissal.  
5 However, Bevers now asserts that he does not need to allege how OneWest is liable for his claims  
6 because the applicable law places liability on those who acquire mortgage loans. (Dkt. #57, Pl.'s  
7 Opp'n 2:25-3:1.) This assertion is incorrect. As the Court stated in its previous Order (#58),  
8 TILA requires claimants to allege violations that "a reasonable person can spot on the face of the  
9 disclosure statement or other assigned documents." *White v. Homefield Fin., Inc.*, 545 F. Supp. 2d  
10 1159, 1168 (W.D. Wash. 2008) (quoting *Taylor v. Quality Hyundai, Inc.*, 150 F.3d 689, 694 (7th  
11 Cir. 1998)); 15 U.S.C. § 1641(a) ("[A]ny civil action for a [TILA] violation . . . which may be  
12 brought against a creditor may be maintained against any assignee of such creditor *only if the*  
13 *violation* for which such action or proceeding is brought *is apparent on the face of the disclosure*  
14 *statement*, except where the assignment was involuntary" (emphasis added)). After considering  
15 Bevers' Opposition, the Court affirms its previous conclusion.

16 Dated: June 30, 2010.

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19 **ROGER L. HUNT**  
20 Chief United States District Judge  
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